

**CANTON PARK DISTRICT
BIG CREEK PARK TENNIS COURTS ASPHALT PAVING
940 N. MAIN STREET
CONTRACT DOCUMENTS
APRIL 2018
PROJECT 18-004**

INVITATION TO BID

The proposed WORK is officially known as the “**Canton Park District Project 18-004: Big Creek Park Tennis Courts Asphalt Paving**” and is further described as follows:

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Hot-mix asphalt paving.

B. Related Sections:

1. Division 32 "Asphalt Tennis Court Color Coating".
2. Division 32 "Tennis Court Equipment".
3. Division 32 Section "Chain Link Fences and Gates".
4. See also specifications on civil drawings.

1.3 SYSTEM DESCRIPTION

A. Provide hot-mix asphalt pavement according to the materials, workmanship, and other applicable requirements of the standard specifications of the state or of authorities having jurisdiction.

1. Standard Specification: As indicated.
2. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

1.4 SUBMITTALS

A. Product Data: For **EACH** type of product indicated. Include technical data and tested physical and performance properties.

1. Job-Mix Formulas (JMF): Certification, by authorities having jurisdiction, of approval of each job mix proposed for the Work.

B. Shop Drawings: Paving plan showing paving pattern, pull direction and truck staging to execute paving pattern.

1. Refer to construction drawings for paving direction.

C. Equipment Data: Information on trucks and roller sizes and weights.

D. Samples: For each paving fabric, 12 by 12 inches minimum.

E. Qualification Data: For firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

F. Material Certificates: Certificates signed by manufacturers certifying that each material complies with requirements.

G. Material Test Reports: Indicate and interpret test results for compliance of materials with requirements indicated.

H. Data Logger Report: Submit data logger report from asphalt plant of actual asphalt mix used.

1. Third part verification is required. Contractor is to coordinate with testing agency. Contractor is to give testing agency 24-hour minimum notice.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experienced installer who has completed hot-mix asphalt paving similar in material, design, and extent to that indicated for this P' and with a record of successful in-service performance with a

B. Manufacturer Qualifications: Engage a firm experienced in manufacturing hotmix asphalt similar to that indicated for this Project and with a record of successful in-service performance with a minimum of 5 years' experience.

1. Firm shall be a registered and approved paving mix manufacturer with authorities having jurisdiction or with the DOT of the state in which Project is located.

C. Testing Agency. Demonstrate to Architect's satisfaction, based on Architect's evaluation of criteria conforming to ASTM D 3666, that the independent testing agency has the experience and capability to satisfactorily conduct the testing indicated without delaying the Work.

D. Regulatory Requirements: Conform to applicable standards of authorities having jurisdiction for asphalt paving work on public property.

E. Asphalt-Paving Publication: Comply with AI's "The Asphalt Handbook," except where more stringent requirements are indicated.

F. Pre-installation Conference: Contractor to conduct conference at Project site to comply with requirements of Division 1 Section "Project Management and Coordination"

1. Review methods and procedures related to hot-mix asphalt paving including, but not limited to, the following:

- a. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.
- b. Review condition of substrate and preparatory work performed by other trades.
- c. Review and finalize construction schedule for paving and related work. Verify availability of materials, paving Installer's personnel, and equipment required to execute the Work without delays.
- d. Review truck staging to execute paving pattern requirements.
- e. Review vibration roller sizes to be used to execute the paving pattern requirements. Vibrator rollers less than 6-foot wide are not
- f. Review inspection and testing requirements, governing regulations, and proposed installation procedures.
- g. Review forecasted weather and procedures for coping with unfavorable conditions.

2. Review methods and procedures related to hot-mix asphalt paving as part of the tennis court system installation.
3. Level 2 asphalt testing is required.
 - a. Contractor to give 24-hour minimum notice to testing agency and civil engineer.
 - b. Testing agency is required to test asphalt at the plant.
 - c. Testing agency and civil engineer are required to be on-site.

1.6 PROJECT CONDITIONS

A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:

1. Prime and Tack Coat: Minimum surface temperature of 60 deg F.
2. Asphalt Binder Course: Minimum surface temperature of 40 deg F and rising at time of placement.
3. Asphalt Surface Course: Minimum surface temperature of 60 deg F at time of placement.

PART 2 - PRODUCTS

2.1 AGGREGATES

A. General: Use materials and gradations that have performed satisfactorily in previous installations. No iron or steel slag is allowed. All aggregates shall be of virgin material, **NO RECYCLED MATERIAL**, from IDOT approved suppliers.

B. Coarse Aggregate: ASTM D 692, sound; angular crushed stone or crushed gravel. (N30 Special Provision)

C. Fine Aggregate: ASTM D 1073, sharp-edged natural sand or sand prepared from stone, gravel, or combinations thereof.

1. For hot-mix asphalt, limit natural sand to a maximum of 20 percent by weight of the total aggregate mass.

D. Mineral Filler: Rock dust, hydraulic cement, or other inert material complying with ASTM D 242.

2.2 ASPHALT MATERIALS

A. Asphalt Binder for New: AASHTO M 320 or AASHTO MP 1 a, PG58-28.

B. Asphalt Binder for Overlay: AASHTO M 320 or AASHTO MP 1 a, PG58-28.

C. Asphalt Cement: ASTM D 3381 for viscosity-graded material, ASTM D 946 for penetration-graded material.

D. Prime Coat:

1. ASTM D 2027, medium-curing cutback asphalt, MC-30 or MC-70.
2. Asphalt emulsion prime coat complying with IDOT requirements.

E. Tack Coat: ASTM D 977, emulsified asphalt or ASTM D 2397, cationic emulsified asphalt, slow setting, factory diluted in water, of suitable grade and consistency for application.

F. Water: Potable.

2.3 AUXILIARY MATERIALS

A. Sand: ASTM D 1073 Grade Nos. 2 or 3.

2.4 MIXES

A. Hot-Mix Asphalt: Dense, hot-laid, hot-mix asphalt plant mixes approved by authorities having jurisdiction and designed according to procedures in AI 's MS-2, "Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types"; and complying with the following requirements.

1. Provide mixes with a history of satisfactory performance in geographical area where Project is located for similar applications.
2. Provide mixes complying with composition, grading, and tolerance requirements in ASTM 0 3515 for the following nominal maximum aggregate sizes:
 - a. Binder Course: 2-1/4 inch .
 - b. Surface Course: 1-3/4 inch.
 - c. HMA IL-9.5 mm, N30 Surface and Binder.
 - d. Minimum of 40% passing #8 for Surface.
 - e. Minimum of 40% passing #4 for Binder.
 - f. RAP = 0%

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that subgrade is dry and in suitable condition to begin paving.

B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.

1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction . Limit vehicle speed to 3 mph.
2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Testing Agency/Architect and Construction Manager and replace with compacted or fill as directed.

C. Notify Architect in writing of any unsatisfactory conditions. Do not begin paving installation until these conditions have been satisfactorily corrected.

3.2 SURFACE PREPARATION

A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.

1. Sweep loose granular particles from surface of unbound-aggregate base course. Do not dislodge or disturb aggregate embedded in compacted surface of base course

B. Prime Coat: Apply uniformly over surface of compacted unbound-aggregate base course at a rate of 0.25 to 0.50 gal./sq. yd .. Apply enough material to penetrate and seal but not flood surface. Allow prime coat to cure.

1. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.
2. Protect primed substrate from damage until ready to receive paving.

3.3 HOT-MIX ASPHALT PLACING

A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.

1. Place hot-mix asphalt base course in number of lifts and thicknesses indicated. **Lift shall be placed in single day. NO cold joints.**
2. Place hot-mix asphalt surface course in single lift. **Surface shall be placed**
3. Spread mix at minimum temperature of 250 degrees F.
4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes unless otherwise indicated.
5. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.

B. Place paving in consecutive strips not less than 10 feet wide unless edge strips of a lesser width are required.

1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete a section of asphalt base course before placing asphalt surface course.

C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

1. Refer to "Asphalt Tennis Court Color Coating" Section 321824 for industry standards regarding Surface Inspection to be corrected by asphalt installer.

3.4 JOINTS

A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.

1. Clean contact surfaces and apply tack coat to joints.
2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
3. Offset transverse joints, in successive courses, a minimum of 24 inches.
4. Install asphalt courses in one day as to eliminate any unnecessary day.
5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
6. Compact asphalt at joints to a density within 2 percent of specified course density. (Per IOOT longitudinal joint density special provision, current edition.)

3.5 COMPACTION

A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.

1. Complete compaction before mix temperature cools to 185 deg F.

B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.

C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:

1. Average Mat. and Joint Density: 93.0 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 92.0 percent nor greater than 96.0 percent.
2. Average Unconfined Perimeter Density: > 90.0% per IOOT Special Provision, current edition.

D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.

E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.

F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.

G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.6 INSTALLATION TOLERANCES

A. Thickness: Compact each course to produce the thickness indicated within the following tolerances:

1. Base Course: Plus or minus Y, 0.511 inch (13 mm).
2. Surface Course: Plus 0.24 inch (6 mm), no minus
3. The daily yield check must confirm that the average thickness placed is equal to or greater than the designed thickness.

B. Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined using a 10-foot (3-m) straightedge applied transversely or longitudinally to paved areas:

1. Base Course: 1/8 inch (3 mm).
2. Surface Course: 1/16 inch (1.5 mm).
3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 0.24 inch (6 mm).

3.7 FIELD QUALITY CONTROL

A. Testing Agency: Owner to engage a qualified testing agency to perform tests and inspections.

1. Testing agency is required to be onsite during the placement of the asphalt. The Contractor is to give the testing agency 24-hour advance notice when work is scheduled.
2. Testing agency will conduct and interpret tests and state in each report whether tested Work complies with or deviates from specified requirements.
3. Additional testing, at Contractor's expense, will be performed to determine compliance of corrected Work with specified requirements.

B. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.

C. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.

D. In-Place Density: Testing agency will take samples of uncompacted mixtures and compacted pavement according to ASTM D 979. • paving

1. Reference maximum theoretical density will be determined by averaging results from four samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 2041 , and compacted according to job-mix specifications.
2. In-place density of compacted pavement will be determined by testing core samples according to ASTM D 1188 or ASTM D 2726.

- a. One core sample will be taken for every 1000 sq. yd. or less of installed pavement, with no fewer than 3 cores taken.
- b. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726 with correlated gauge.

E. Replace and compact hot-mix asphalt where core tests were taken.

F. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

PART 4 – BIDDING INFORMATION

1. Bids for the **Canton Park District Project 18-004 Big Creek Park – Tennis Court Asphalt Paving** project will be received and preliminarily evaluated on a lump sum basis.
2. Sealed Bids for **Canton Park District Project 18-001 Big Creek Park– Tennis Court Asphalt Paving** project will be received by the OWNER (Canton Park District, Illinois) at the Administration Office, 250 South Avenue D, Canton, IL 61520, until 10:00 AM (CDST) on **Friday, May 10, 2018**. All Bids received will be publicly opened and read aloud in the Board Room at the above stated time.
3. Copies of the Contract Documents may be obtained at Administration Office, Canton Park District, 250 South Avenue, Canton, Illinois 61520 by contacting (309) 647-1345.
4. *A Bid Security in the amount of ____ percent (0%) of the Bid must accompany each BID.* Required Bid Security shall be in the form of a certified check, bank check or Bid Bond issued by a Surety.
5. In the employment and use of labor, the CONTRACTOR shall conform to all State of Illinois Statutory requirements regarding labor. CONTRACTOR shall pay to all laborers, workmen and mechanics performing work under the CONTRACT, not less than the prevailing rate of wages as determined by the Illinois Department of Labor.
6. In the employment and use of labor, the CONTRACTOR shall conform to all Illinois Human Rights requirements regarding labor and human rights.
7. The OWNER reserves the right to waive irregularities and to reject any and all BIDS.
8. Disposition of Removed Material: All material removed under this contract shall become the property of the Contractor and be promptly removed from the site. Contractor shall not store or permit debris to accumulate on site. Remove from the site all debris, rubbish, and other materials from demolition and dispose of same legally.

SPECIFIED WARRANTY

1. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
2. Warranties for the Work and products and installations of each Contractor shall be one (1) year unless specified otherwise.

DISCLAIMERS AND LIMITATIONS:

1. Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and Contractors required to countersign special warranties with the Contractor.
2. The responsibility of the Contractor in respect to the required warranties shall not be relieved or limited in any way by the failure of installed components, equipment, materials, etc., due to naturally occurring and/or re-occurring conditions at the site or area of the Work including, but not limited to:
 - a. ground and soil conditions, especially as related to frost heave;
 - b. high wind velocities (except those exceeding velocities normally used for calculating wind loading at the site of the Work);
 - c. rain and water damage (unless caused by winds exceeding normal design limits);
 - d. ice/snow loading on structures;
 - e. and other naturally occurring or re-occurring site conditions
3. The Contractor shall notify the Owner's Representative, prior to the award of the contract, of any part or component of the Work that is, in his opinion, not designed to accommodate the existing, naturally occurring, or re-occurring conditions of the site, and whether or not a change in the proposed methods of construction, types of equipment, etc., will affect the bid price.
 - a. Should the proposed change in construction methods, equipment type, etc., result in additional expense, the Owner reserves the right to request proposals from the other bidders and to make award the contract based on the bid amount which includes the proposed change.

WARRANTY REQUIREMENTS

1. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
2. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
3. Replacement cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
4. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights or remedies.
 - a. Rejection of Warranties: The Owner reserves the rights to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
 - b. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

LANDSCAPE PROTECTION

1. All live, healthy trees, shrubs, etc. on the site or on the street fronts of the site, not specified to be removed and not interfering with installation of new work required hereunder, shall be protected against injury from construction operations.
2. All shade trees which are to remain and which are liable to damage during the building operations, shall be properly boxed and protected from damage during the course of construction work as directed by the Park District. **No site-related work shall occur until the required tree protection (fencing, boxing, etc.) has been installed and approved by the Owner or his representative.**
3. LIQUIDATED DAMAGES: The Owner reserves the right to charge the Contractor for damage to existing trees, and to deduct the charges from the amounts due the Contractor, based on the following schedule:
 - a. Broken limbs 1" or over in diameter: \$50 per caliper inch of limb
 - b. Trenching or grading within the tree dripline or 20' from the trunk, whichever is less, of \$100 per tree/per foot within dripline, trees 4" or over in caliper diameter: or within 20' minimum if applicable
 - c. Damage to tree trunks, including "barking", nicking, gouging, etc. \$150 per caliper inch of tree, per each injury

NON-DISCRIMINATION

1. The Contractor agrees to fully comply with the requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Contractor further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the Americans With Disabilities Act, 42 U.S.C. Section 12101 et seq., and rules and regulations promulgated thereunder.
2. As required by Illinois Law, in the event of Contractor's non-compliance with the provisions of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of the contract, the Contractor agrees as follows:
 - a. That it will not discriminate against any employee or outlook and for employment because of race, color, religion, creed, sex, marital status, national origin or ancestry, age, citizenship, physical or mental handicap or disability, military status, or an unfavorable discharge from military service or arrest record status, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - b. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - c. That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of

race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

- d. That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- e. That it will submit reports as required by the Department's rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
- f. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- g. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause, by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contract or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ILLINOIS REQUIREMENTS

- 1. The Illinois "Employment of Illinois Workers on Public Works Act", 30 ILCS 470/0.01 et seq. shall prevail on this project.

PREVAILING WAGE

- A. For the entire duration of work under the contract, the Contractor shall conform to the federal and state statutes to the payment of prevailing wages and to all valid rules and regulations now or hereafter issued pursuant thereto, that are cited in Article 1.11, "Wage Payments and Equal Employment Opportunity", of the Department of Labor. The Contractor and Subcontractor shall pay the general prevailing rate of hourly wages in the locality in which the work is to be performed for each craft or type of work or mechanic needed to execute the contract or perform such work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Department of Labor for the Illinois county for each craft or type of worker needed to execute the contract or to perform such work cited in the "Illinois Prevailing Wage Act" (820 ILCS 130.01 et seq.).
- B. If during the course of work under this Contract, the Department of Labor revises the prevailing rate hourly wages to be paid under this Contract for any trade or occupation, Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is

paid by Contractor and all Subcontractors to each worker to whom a revised rate is applicable. Revisions of the prevailing wage as set forth above shall not result in an increase in the Contract sum.

BIDDER REPRESENTATION

1. By submitting a Bid, each Bidder represents that they have:
 - A. Read and understand the Bidding Documents and the Bid is made in accordance therewith.
 - B. Visited the site and have familiarized themselves with local conditions under which the Work is to be performed, including, but not restricted to, those bearing upon transportation, disposal, handling, and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, or similar physical conditions at Site, the conformation and conditions of the surface and subsurface conditions of the Site, the character of equipment and facilities needed preliminary to and during prosecution of the Work and the Bid is based upon materials, systems and equipment described in Bidding Documents.

TAXES

1. The owner is exempt from applicable federal, state, and local sales tax. Retail tax shall not be included in the contract amount. Owner will furnish documentation to the Contractor.

CONTRACT TIME

1. Final Completion of WORK shall be forty-five (60) calendar days from the commencement of the Contract Time.

PAYMENT PROCEDURES

1. CONTRACTOR shall submit one (1) pay request after WORK is completed.
2. Waiver of Mechanic's Lien: With the Application for Payment, the CONTRACTOR shall submit waivers of mechanic's lien from every subcontractor, individual or other entity that may be lawfully entitled to file a claim pursuant to the Mechanic's Lien Act arising out of the Contract and related to the WORK covered by the payment. Submit waivers of liens on forms, executed in a manner acceptable to OWNER.
3. Certified Payroll: with the Application for Payment, the Contractor shall submit certified weekly payroll verifying that current prevailing wage rates were paid to employees performing work on this project.

BONDS AND INSURANCE

1. Performance and Payment Bonds: CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the CONTRACT PRICE as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due.
2. Certificate of Insurance:
 - a. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified, which CONTRACTOR is required to purchase and maintain. The OWNER shall be listed as additional insured on the CONTRACTOR'S General Liability policies and on Property Insurance Policies. The insurance certificate holder shall be OWNER.

- b. Certified copies of the original policies or Certificates of Insurance by the insurer(s) issuing the policies and endorsements setting forth the coverage, limits, and endorsements shall be submitted to the OWNER before the OWNER will execute the Agreement.
- c. All costs for insurance as specified herein shall be considered as included in the cost of the Contract. The CONTRACTOR shall, at its expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the CONTRACTOR from its obligation to indemnify the OWNER in excess of the coverage according to the Contract.
- d. To insure financial stability, the insurance carrier selected by the CONTRACTOR shall be rated no less than A- as published in the "Best's Guide."

INSURANCE REQUIREMENTS:

Insurance Requirements: CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the WORK being performed and as will provide protection from claims which may arise out of or result from CONTRACTOR'S performance of the WORK and CONTRACTOR'S other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the WORK, or by anyone for whose acts any of them may be liable.

The CONTRACTOR shall provide the following insurance and provide coverage's for not less than the following amounts:

1. Worker's Compensation:
 - a. State: Statutory
 - b. Employer's Liability: Standard Limits
2. Contractor's General Liability:
 - a. General Aggregate: \$1,000,000
 - b. Personal and Advertising Injury (Per Person/Organization): \$1,000,000
 - c. Product – Completed Operations Aggregate: \$1,000,000
 - d. Each Occurrence (Bodily Injury and Property): \$1,000,000
 - e. Limit per Person Medical Expense: \$500,000
 - f. Excess Liability: \$1,000,000 (standard language regarding a combo of primary policies in the alternative)
3. Commercial Automobile Liability:
 - a. Bodily Injury:
 - i. Each Person: \$1,000,000
 - ii. Each Accident: \$1,000,000
 - b. Property Damage:
 - i. Each Accident: \$1,000,000 *OR*
 - ii. Combined Single Limit: \$1,000,000
 - c. Contractual Liability Insurance:
 - i. General Aggregate: \$1,000,000

- ii. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000

CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this AGREEMENT, CONTRACTOR makes the following representations:

1. CONTRACTOR has familiarized himself/herself with the nature and extent of the Contract Documents, Work, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
2. CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable by CONTRACTOR.

MISCELLANEOUS

1. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
2. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
3. Freedom of Information Act: The Illinois Freedom of Information Act defines a "public record" as follows: all records, reports, forms, writings, letters, memoranda, books, papers, maps, photographs, microfilms, cards, tapes, recordings, electronic data processing records, electronic communications, recorded information and all other documentary materials pertaining to the transaction of public business, regardless of physical form or characteristics, having been prepared by or for, or having been or being used by, received by, or in the possession of, or under the control of any public body." 5 ILCS 140/2(c). As a bidder/contractor on a public project, assume that all correspondence, proposals, plans, drawings, or other materials submitted to the Canton Park District will become public records, including information submitted in a bid package.

BID FORM

Project Identification: **Canton Park District Project 18-004 Big Creek Park – Tennis Court Asphalt Paving** This BID is submitted to the Canton Park District, Illinois (OWNER)

1. The undersigned BIDDER proposes and agrees, if this BID is accepted, to enter into an agreement with OWNER in the form included in the BID to perform and furnish all WORK as specified or indicated in the BID for the Contract Price within the Contract Time indicated in this BID and in accordance with the other terms and conditions of the BID.
2. CONTRACTOR accepts all of the terms and conditions of the BID, including without limitation those dealing with the disposition of BID security. This BID will remain subject to acceptance for forty-five (45) days after the day of the BID opening. CONTRACTOR will sign and submit the BID and other documents required by the Bidding Requirements within ten (10) days after the date of OWNER'S Notice of Award. Any bid for which the bidder specifies a short acceptance period may be rejected.
3. In submitting this BID, BIDDER acknowledges that it has familiarized itself with the nature and extent of this BID FORM, WORK, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the WORK.
4. This BID is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
5. BIDDER is required to submit a lump sum bid for the BASE BID. Contract award shall be based on the total of the BASE BID only. Note that the OWNER is exempt from paying State Sales Tax for materials and services for this PROJECT; therefore, BIDDER'S prices shall not include State Sales Tax. BIDDER will complete the WORK for the following price(s):

BASE BID:

Item No.	Item	Unit	Price
1	Big Creek Park Tennis Court Asphalt Paving	LS	

TOTAL LUMP SUM BID _____

TOTAL WRITTEN IN WORDS _____

If BIDDER is:

An Individual

By _____ (SEAL)

Doing business as _____

Business address: _____

Phone Number: _____

A Corporation

By _____ (SEAL)

(Corporation Name)

(State of Incorporation)

By _____

(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest _____

(Secretary)

Business address: _____

Phone Number: _____



205 Ft

120 Ft

